



## **GENERAL TERMS & CONDITIONS OF CONTRACT**

### ***Holder and General Terms and Conditions of Contract***

**These General Terms and Conditions of Contract (hereinafter CONDITIONS) regulate the purchase conditions of the various products offered on our website: [www.guitarrasramirez.com](http://www.guitarrasramirez.com) (hereinafter THE WEBSITE), owned by J.R.G MÚSICA SL (hereinafter THE COMPANY), a Spanish company, with Tax Id. (CIF) B80787237, and registered address at C/ GENERAL MARGALLO. 10, CP. 28020, MADRID - Spain.**

Customers who make purchases on THE WEBSITE fully accept these CONDITIONS and will be bound by them, as if they were written at the time of the operation/purchase.

Reading and accepting the CONDITIONS will be an essential requirement prior to the purchase of any product through THE WEBSITE.

THE COMPANY reserves the right to change the CONDITIONS at any time and without prior notice. The CONDITIONS will always be accessible on THE WEBSITE so that users can consult them or print them at any time.

The prices and conditions of sale are merely informative and may be changed in view of market fluctuations. However, placing an order by filling in the purchase form implies conformity with the price offered and with the general conditions of sale in force at that particular time. Once the order has been formalised, it will be understood that the purchase has been completed in its own right, with all the legal guarantees that protect the buyer and, from that moment on, the prices and conditions will be of a contractual nature and cannot be changed without the express agreement of both contracting parties.

THE COMPANY reserves the right to deny and/or suspend access to the services provided on THE WEBSITE for reasons of breach of contractual good faith, infringement of applicable law, of these CONDITIONS and/or in cases of fraud detected by this company and/or any of its suppliers

### ***How to buy***

This section explains the necessary steps to follow to be able to make a purchase on the Website. For example:

At the top right, click on “Enter or sign up” and fill in the form with your details. Once you have created your account, you will receive an email. You will be able to access your User Panel, and, most importantly, you will be able to place your first order.

Once you have found what you are looking for, add it to the cart.

When you click on “Place order”, you will have to choose a shipping address, if you have several, and a billing address. You must also choose the shipping method and method of payment. The order will be placed when you press the “Buy” button.

You will receive an email indicating the purchase information.

### ***Payments***

Card: this form of payment is immediate, convenient and safe. When you complete your order, you can pay for it on the bank page.

We do not receive or have access to any data. You can add as many cards as you want. If you exercise your right of withdrawal, this right will be exclusively applicable to the card used for the purchase.

For safety reasons, the bank will send you a code to your mobile phone to finalise the payment process.

Bank transfer or deposit into an account: you can make a bank transfer or deposit to any of our accounts:

BBVA: ES89 0182 4012 2800 1010 4023  
BIC Code: BBVAESMMXXX

Indicate the order number in the relevant field. We shall ship the order after payment has been confirmed.

Transfers from different entities may take up to two business days to complete (excluding weekends and holidays). An order placed and payable by bank transfer will be active for 7 days; once the deadline has expired, if payment has not been confirmed, the order will be cancelled automatically.

Payment in cash or card at the store: this type of payment is only available if the order is to be collected at the store. You

can make payments in the store either in cash or by credit card.

### **Shipments**

General aspects

JRG MÚSICA, S.L. Ships its items to all parts of Spain and to countries where it does not have exclusive distribution arrangements.

Once you have selected a product that is in stock, the online store will provide you with an estimate of the shipping costs.

There is a waiting list for handcrafted guitars and the delivery date given will be an estimate. These instruments are not available in stock, they are only made to order.

Delivery deadlines depend on the order processing time and on shipping times, which may vary depending on the distribution network of the carriers hired. Nevertheless, the maximum delivery deadline is 30 working days.

The delivery period of a particular order shall be indicated in the order summary message and can be viewed in My Account / My Orders.

The items are sent to the address provided by the customer during the ordering process. To ensure delivery, once the order has been dispatched from the JRG MÚSICA, S.L. facilities, customers will receive an email confirming the shipment to enable them to make arrangements to receive it within working hours.

JRG MÚSICA, S.L. cannot be held liable for any consequences caused by delays in the delivery.

### **Store pickup**

Collecting the item at the store does not imply an additional expense.

### **Incidents during delivery of the product**

**Upon receipt of a packaged item, customers must:**

**Check the items received at the time of delivery.**

**Indicate any anomaly on the delivery note provided by the carrier, stating any reservations and signing the paper.**

**Contact JRG MÚSICA, S.L. within three working days.**

**If the package has been seriously damaged or if it has been opened, we recommend that you do not accept delivery of the package. Explain the reasons in sufficient detail on the delivery note and notify JRG MÚSICA, S.L. through our “Contact” section so that we can make the necessary**

**checks when we receive the package.**

**If an order is delayed or does not arrive at its destination, customers can contact our customer service through our “Contact” section in JRG MÚSICA, S.L. or by phone at +34 915 314 229 (Monday to Friday from 10:00 to 14:00 and from 16:30 to 20:00, Saturdays from 10:30 to 14:00).**

**Should JRG MÚSICA, S.L. fail to honour its obligation to deliver the items within the period agreed, customers may insist on the said delivery taking place within an additional period appropriate to the circumstances. If JRG MÚSICA, S.L. does not deliver the items during that additional period, consumers shall be entitled to terminate the contract.**

**If a package is returned because the delivery was not possible (incorrect address, collection period elapsed...) the customer will be automatically notified by email. If we do not hear from the customer within 72 hours after reception of the email, JRG MÚSICA, S.L. reserves the right to cancel the order.**

### **Special operations**

**Any abuse or infringement by a customer of the obligations entered into in virtue of these General Terms and Conditions of Sale shall result in the suspension or cancellation of the customer’s account depending on the seriousness of the actions in question.**

### **Shipping costs**

Shipping costs are subject to the rates of the carrier with which we work. Other factors, such as the destination of the shipment, customs, the weight and volume of the package must also be taken into account.

### **Right of withdrawal**

To these effects, THE COMPANY informs that the Consolidated Text of the General Law for the Defence of Consumers and Users (TRLGDCU) establishes several options regarding the right of withdrawal. Among these is the possibility of doing so by writing an email to the following address [guitarasramirez@guitarasramirez.com](mailto:guitarasramirez@guitarasramirez.com).

In accordance with current law, the contract may be cancelled within 14 calendar days of receipt of the goods by the customer.

Consumers shall be liable only for the diminished value of the goods resulting from handling them except for the handling required to establish their nature, characteristics or operation. In no case will the return of a damaged product or one that has been modified with respect to how it was received be admitted. The right of withdrawal shall not apply to contracts relating to:

-The provision of services, once the service has been fully provided, when provision has begun, with the prior express consent of the consumer and user and with their acknowledgement that they are aware that once the contract has been fully performed by the company, they will have lost their right of withdrawal.

-The supply of goods or services whose price depends on fluctuations in the financial markets, over which the company has no control and which may occur during the withdrawal period.

-The supply of goods made to the specifications of the consumer and user or clearly customised. A handcrafted guitar always includes this customisation at the time of placing the order, when 30% of the price is paid as a non-refundable deposit. No work will be done on the guitar until this amount has been received.

- The supply of goods that may deteriorate or expire rapidly.

-The supply of goods which, once delivered, and taking into account their nature, have been mixed inseparably with other goods.

-If the company provides services in addition to those specifically requested by the consumer.

-If the instrument has been tampered with by another instrument adjuster or repair company.

Once we receive the product(s), we shall refund the money according to the method of payment used:

1. If you paid by credit card, we will credit your account within 48 to 72 hours.
2. For the rest of payment methods, we will ask you for an account number to make the payment.

You shall be liable only for the diminished value of the goods resulting from handling them except for the handling required to establish their nature, characteristics or operation. In no case will a product that has been damaged by the consumer be accepted.

Our guitars are adapted to certain height standards; however, they can and should be adjusted to each guitarist, on request. This is not considered a defect; it is the necessary adaptation of the instrument to the musician.

Under no circumstances will we accept the return of products that do not include the documentation that comes with every guitar (certificate, guarantee and conservation instructions).

### **Conditions of return**

The following products will not be accepted for return, as established under Royal Legislative Decree 1/2007, of 16 November, approving the consolidated text of the General Law for the Defence of Consumers and Users and other complementary laws:

-The provision of services (adjustments or specifications required by the user regarding the instrument), once the service has been fully provided, when provision has begun, with the prior express consent of the consumer and user and with their acknowledgement that they are aware that once the contract has been fulfilled by the company, they will have lost their right of withdrawal.

-The supply of goods or services whose price depends on fluctuations in the financial markets, over which the company has no control and which may occur during the withdrawal period.

-The supply of personalised items according to the indications of consumers and users. A handcrafted guitar always includes this customisation at the time of placing the order, when 30% of the price is paid as a non-refundable deposit. No work will be done on the guitar until this amount has been received.

Our guitars are adapted to certain height standards; however, they can and should be adjusted to each guitarist, on request. This is not considered a defect; it is the necessary adaptation of the instrument to the musician.

- The supply of goods that may deteriorate or expire rapidly.  
-The supply of goods which, once delivered, and taking into account their nature, have been mixed inseparably with other goods. In addition, please take into account the following in regard to the return procedure:

All goods must be returned in their original packaging and condition, i.e. in perfect condition and protected. Otherwise THE COMPANY reserves the right to refuse the return.

Once the return has been requested, you will receive instructions by email explaining how to send the item to our facilities. You must ship the goods without delay, within 14 days of notifying us of your wish to exercise this right.

You will be responsible for transport costs arising from the return. You are free to choose and hire the carrier that best suits your needs or you can ask THE COMPANY to collect the item, at the customer's expense.

Once the goods have arrived and we have verified that they are in perfect condition, we shall process the reimbursement of the price paid. We will reimburse the payment received from you for the goods returned. We shall make the payment within a maximum period of 14 calendar days from the date

on which you exercise your right of withdrawal. We shall withhold payment until we have received the items.

If you return products that we sold with a gift or promotion, the complete return (complete pack or item + gift) will be obligatory in order to proceed with the reimbursement.

Under no circumstances will we accept the return of products that do not include the documentation that comes with every guitar (certificate, guarantee and conservation instructions).

### ***Warranties***

In general, the warranty period is 2 years from the date of purchase. For this purpose, you must keep the purchase ticket or invoice and the guitar documents (warranty, quality certificate and storage instructions), as well as the accessories that came in the package.

The warranty does not cover defects caused by improper use and/or handling of the product other than that necessary to establish its nature, characteristics or operation. In such cases, consumers shall be responsible for repairing the item.

Our guitars are adapted to certain height standards, however they can and should be adjusted to each guitarist, on request. This is not considered a defect; it is the necessary adaptation of the instrument to the musician.

Therefore, the following is excluded from the warranty:

- Defects and damage caused by external events, accidents, wear and tear, and use not in accordance with the instructions of the COMPANYY.
- Products modified or repaired by the customer or any other person not authorised by THE COMPANYY, as well as products subject to a specific support contract.

### ***Order Cancellation***

An order may be cancelled as long as it has not been shipped. The COMPANYY must be notified to this effect. You cannot cancel an order if it has already been processed and shipped.